

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

American Backflow & Fire Prevention, Inc.

Case 13-CA-276549

13-CA-277292

13-CA-277936

13-CA-279343

13-CA-282567

13-CA-282726

13-CA-284321

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all locations where notices to employees are routinely posted at the Charged Party's 111 Kerry Lane, Wauconda, Illinois, facility, including the employee break rooms. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 120 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 120 consecutive days after the initial posting.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and one representative from the Charging Party. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in English.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all current employees, and former employees, who worked at or out of the facility located at 111 Kerry Lane, Wauconda, IL within the 12 months prior to the approval of this Agreement. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Cases 13-CA-276549; 13-CA-277292; 13-CA-277936; 13-CA-279343; 13-CA-282567; 13-CA-282726; and 13-CA-284321." If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged

Initials: _____/KRB

Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

(b) (6), (b) (7)(C)

Backpay - \$3155 Interest - \$53 Consequential Damages - \$1069

(b) (6), (b) (7)(C)

Backpay- \$1787 Interest - \$19

(b) (6), (b) (7)(C)

Backpay - \$2052 Interest - \$22

(b) (6), (b) (7)(C)

Backpay - \$2168 Interest - \$24.

(b) (6), (b) (7)(C)

Backpay- \$7893 Interest- \$67

(b) (6), (b) (7)(C)

Backpay - \$707 Interest- \$10

(b) (6), (b) (7)(C)

Backpay- \$1668 Interest- \$20

(b) (6), (b) (7)(C)

Backpay - \$1444 Interest- \$14 Consequential Damages - \$1501.

(b) (6), (b) (7)(C)

Backpay - \$722 Interest - \$10

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(b) (6), (b) (7)(C)

Backpay - \$2419 Interest - \$36

LETTERS OF APOLOGY — Within 14 days from the approval of this agreement, the Charged Party will draft and then forward a letter to (b) (6), (b) (7)(C) and a letter to (b) (6), (b) (7)(C) apologizing to each of them separately for their discharge from employment with the Charged Party. The Charged Party will provide a copy of each letter to the Regional Director within three days of distribution to the above employees.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters, including Cases 13-CA-285208 and 13-CA-285856. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other cases, including Cases 13-CA-285208 and 13-CA-285856, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 (b) (6), (b) (7)(C) Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General

Initials: _____ (b) (6), (b) (7)(C) /KRB

Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party American Backflow & Fire Prevention, Inc.	Charging Party Sprinkler Fitters Local 281, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO; and Plumbers Local 130, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO																		
<table border="0"> <tr> <td>By:</td> <td>Name and Title</td> <td>Date</td> </tr> <tr> <td>/s/ (b) (6), (b) (7)(C)</td> <td></td> <td>1/12/2022</td> </tr> <tr> <td colspan="3"> <hr/> Print Name and Title below (b) (6), (b) (7)(C) </td> </tr> </table>	By:	Name and Title	Date	/s/ (b) (6), (b) (7)(C)		1/12/2022	<hr/> Print Name and Title below (b) (6), (b) (7)(C)			<table border="0"> <tr> <td>By:</td> <td>Name and Title</td> <td>Date</td> </tr> <tr> <td>/s/ Keith R. Bolek</td> <td></td> <td>1/14/2022</td> </tr> <tr> <td colspan="3"> <hr/> Print Name and Title below Keith R. Bolek, Attorney </td> </tr> </table>	By:	Name and Title	Date	/s/ Keith R. Bolek		1/14/2022	<hr/> Print Name and Title below Keith R. Bolek, Attorney		
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Daniel N. Nelson Acting Regional Director, Region 13																			

Initials: (b) (6), (b) (7)(C) /KRB

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT promise you better benefits or give you new or better benefits for the purpose of discouraging you from supporting Sprinkler Fitters Local 281, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO; and Plumbers Local 130, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (Union).

WE WILL NOT tell you that the Union cannot help you if it wins the election or that we are not willing to recognize or bargain with the Union.

WE WILL NOT ask you about employee support for the Union or your support of the Union.

WE WILL NOT threaten you with suspension, discharge, layoff, loss of benefits, unspecified reprisal, or threaten either job loss or closure of our operation at this facility if you choose to be represented by or support the Union.

WE WILL NOT threaten to refuse to hire job applicants who support the Union.

WE WILL NOT take away benefits or negatively alter your terms and conditions of employment, including by rescinding your use of company vehicles, because of your support for or activities on behalf of the Union or because you choose to join together with your coworkers to address your concerns about your wages, hours, or other terms and conditions of employment.

WE WILL NOT surveille your union activity or create the impression that we are surveilling your union activity and **WE WILL NOT** request that you surveille the Union activity of other employees.

WE WILL NOT threaten that we have installed cameras in our company vehicles to monitor the activities of employees who support the Union.

WE WILL NOT make statements disparaging the Union or implying that the Union has not done anything to assist you.

WE WILL NOT tell you that the Union is not allowed on our property because we are a non-union company.

WE WILL NOT prohibit you from wearing Union T-shirts.

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WE WILL NOT transfer employees into the bargaining unit or assign employees bargaining unit work for the purpose of interfering with your right to select the Union to represent you.

WE WILL NOT implement rules requiring you to drive your company vehicle home at the end of the day because of your union support or activity.

WE WILL NOT disparately apply our policy regarding accidents in company vehicles because of your union support or activity on behalf of the Union.

WE WILL NOT fail to apply wage increases to you, while applying wage increases to other employees, because of your union activity or support for the Union.

WE WILL NOT issue written warnings to you in retaliation for your union activity or support of the Union.

WE WILL NOT fire you because of your union membership or support or because you choose to join together with your coworkers to address your concerns about your wages, hours, or other terms and conditions of employment.

WE WILL NOT fail and refuse to immediately reinstate employees who engage in an unfair labor practice strike upon their unconditional offer to return to work.

WE WILL NOT replace our prior vehicle GPS devices by implementing new GPS devices equipped with cameras, and **WE WILL NOT** increase our extent of monitoring of your speed with our GPS devices because of your support for or activities on behalf of the Union.

The Union is the exclusive collective bargaining representative of our employees in the following Unit:

All full-time and regular part-time journeymen and apprentice Fire Sprinkler Technicians, Fire Sprinkler/Ansul Technicians, Plumbers, and Backflow Technicians employed by the Employer at its facility currently located at 111 Kerry Lane, Wauconda, Illinois 60084, but excluding all other employees, managers, office clericals, guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain with the Union concerning the terms the wages, hours and terms of condition of the Unit; and **WE WILL NOT** implement new GPS systems with vehicle cameras or increase our monitoring of employees through GPS devices, or make any other changes to the terms and conditions of Unit employees, without providing the Union with notice and an opportunity to bargain with us.

WE WILL NOT fail or refuse to provide the Union with requested information that is relevant to their role as your exclusive collective bargaining representative.

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WE HAVE offered (b) (6), (b) (7)(C) reinstatement to (b) (6), (b) (7)(C) former job, but (b) (6), (b) (7)(C) has declined such reinstatement; and WE HAVE offered (b) (6), (b) (7)(C) reinstatement to (b) (6), (b) (7)(C) former job with all rights and privileges previously enjoyed and (b) (6), (b) (7)(C) will be returning to work with us.

WE WILL pay (b) (6), (b) (7)(C) the wages and other benefits they lost because we fired them.

WE WILL remove from our files all references to the discharges of (b) (6), (b) (7)(C); WE WILL notify both of them in writing that this has been done and that the discharges will not be used against them in any way; and WE WILL forward to both (b) (6), (b) (7)(C) a letter of apology for discharging them in retaliation for their union and protected concerted activities.

WE WILL remove from our files the four warnings issued to (b) (6), (b) (7)(C) after the (b) (6), (b) (7)(C) 2021 NLRB election and WE WILL notify (b) (6), (b) (7)(C) in writing that this has been done and that (b) (6), (b) (7)(C) written warnings will not be used against (b) (6), (b) (7)(C) in any way.

WE WILL make (b) (6), (b) (7)(C) whole for any loss of earnings and other benefits suffered as a result of our unlawful failure to immediately reinstate them upon their unconditional offer to return to work.

WE WILL remove the cameras from our company vehicles.

WE WILL make whole (b) (6), (b) (7)(C) for our failure to apply the June 2021 wage increase to them.

WE WILL provide the Union with the information requested by email on June 28, 2021.

American Backflow & Fire Prevention, Inc.

(Employer)

Dated: 1/12/2022

By: /s/ (b) (6), (b) (7)(C)

(Representative)

(b) (6), (b) (7)(C)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative

Initials: (b) (6), (b) (7)(C) /KRB

should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlrb.gov.

Initials: /KRB

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT
APPROVED BY AN ADMINISTRATIVE LAW JUDGE

IN THE MATTER OF

Queens Law Associates d/b/a Queens Defenders

Case No. 29-CA-274609

The undersigned Respondent and the undersigned Charging Party, and Counsel for the General Counsel, in settlement of the above matter, and subject to the approval of the Administrative Law Judge for the National Labor Relations Board, **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice to the Respondent in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Respondent will then sign and date those Notices and immediately post them in at the following locations at the Respondent's facilities: on the second floor by the copier at 118-21 Queens Boulevard, Forest Hills, New York, in or near the kitchen area at 148-02 Jamaica Avenue, Jamaica, New York, on the supply closet door at 1857 Mott Avenue, Far Rockaway, New York, on the bulletin board at 1922 Mott Avenue, Far Rockaway, New York, and at all locations where the Respondent typically posts notices to employees. If Respondent's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when Respondent's place of business reopens, and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by Respondent prior to closing its business due to the Coronavirus pandemic. Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

READING OF NOTICE — The Charged Party will hold a meeting or meetings, either in-person or by Zoom videoconference, scheduled to ensure the widest possible attendance on each shift, at which Executive Director Lori Zeno will read the Notice in English in the presence of a Board Agent and Charging Party representative. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date, time(s) and method of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

E-MAILING NOTICE - Respondent will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who are employed by Respondent at Respondent's facilities. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by an Administrative Law Judge of the National Labor Relations Board in Case 29-CA-274609." If Respondent's place of business is currently completely closed due to the Coronavirus pandemic, Respondent will email the copy of the Notice to its employees when Respondent's place of business re-opens. To document its compliance with this requirement, Respondent will e-file a copy of its distribution e-mail, with all the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

DISTRIBUTING NOTICE TO SUPERVISORS – Respondent will e-mail each of its supervisors the signed Notice, and give written instructions, signed by Executive Director Lori Zeno, to each supervisor to comply with the provisions of the Notice. Respondent shall provide the Regional Director with proof of compliance with this paragraph.

LZ

COMPLIANCE WITH NOTICE — Respondent will comply with all the terms and provisions of said Notice.

MAKE WHOLE REMEDY: PAYMENT OF WAGES, BENEFITS AND CONSEQUENTIAL DAMAGES TO DISCRIMINATEE — Within 14 days from approval of this agreement, the Respondent will make whole Betsy Vasquez by payment to her of the amount opposite her name. Respondent is responsible for paying its share of FICA and will make appropriate withholdings for Vasquez. Respondent will remit a separate check for the interest, excess tax, and expenses portion of the backpay due (if applicable), from which no withholdings shall be made.

Respondent will compensate Betsy Vasquez for the adverse tax consequences, if any, of receiving one or more lump sum backpay awards covering periods longer than one (1) year.

Respondent will, within 21 days from approval of this agreement, file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the backpay payment to the appropriate calendar year.

Respondent will, within 21 days from approval of this agreement, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director for Region 29 a copy of each backpay recipient's W-2 form(s) reflecting backpay award paid.

Employee Name	Net Backpay	Consequential Expenses	Daily Compound Interest	Excess Tax Liability	Frontpay	Total
Betsy Vasquez	\$51,448	\$1,756	\$758	\$0	\$6,038	\$60,000

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

APPROVAL OF UNILATERAL SETTLEMENT AGREEMENT — In the event the Charging Party, or Counsel for the General Counsel, fails or refuses to become a party to this Agreement, and if in the Administrative Law Judge's discretion, it will effectuate the policies of the National Labor Relations Act, the Administrative Law Judge, after providing such party an opportunity to state on the record or in writing its reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the Board as provided in Section 102.26 of the Board's Rules and Regulations.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT — Counsel for Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

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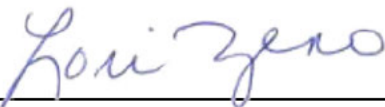

PERFORMANCE — Performance by Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Administrative Law Judge, or if the Charging Party or Counsel for the General Counsel does not enter into this Agreement, performance shall commence immediately upon receipt by the Respondent of notice that no review has been requested or that the Board has sustained the Administrative Law Judge. The Agreement shall be remanded by the Administrative Law Judge to the Regional Director for securing compliance with its terms.

The Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Respondent, the Regional Director will reissue the complaint and amendment to complaint previously issued on July 19, and August 5, 2021 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Respondent understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Respondent defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no appeal has been filed or that the Board has sustained the Administrative Law Judge. Upon notification of compliance with the terms and provisions hereof and the filing of a motion to withdraw the complaint and no motion in opposition thereto having been granted, the Administrative Law Judge shall issue an order approving the withdrawal of the complaint and notice of hearing heretofore issued in this case, as well

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as any answers filed in response. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

Respondent Queens Law Associates d/b/a Queens Defenders	Charging Party Association of Legal Aid Attorneys UAW Local 2325
By: Name and Title Date  1/21/2022	By: Name and Title Date  January 20, 2022
Print Name and Title below Lori Zeno, Executive Director	Print Name and Title below Lisa Ohta, President
Recommended By: Date /s/ Annie Hsu 1/21/22 Annie Hsu Counsel for the General Counsel	Approved By: Date /s/ Benjamin W. Green 1/24/2022 Judge Benjamin Green Administrative Law Judge National Labor Relations Board



(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fire you because of your support for or activities on behalf of the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2325, Association of Legal Aid Attorneys, AFL-CIO (Union), or for any other labor organization.

WE WILL NOT ask you about your support for or activities on behalf of the Union, or for any other labor organization.

WE WILL NOT ask you to find out whether job applicants support the Union, or any other labor organization.

WE WILL NOT threaten you with loss of your job and layoffs, worse working conditions, a heavier and less desirable workload, less career advancement, fewer rewards, stricter disciplinary procedures, closer supervision, less support at work, or that we will take any other adverse actions against you if you choose to be represented by to support the Union, or any other labor organization.

WE WILL NOT ask you about your work-related complaints and grievances and imply that we will fix them in order to discourage you from supporting the Union, or any other labor organization.

WE WILL NOT tell you that we moved an employee's last day of work to an earlier date because of their support for or activities on behalf of the Union, or any other labor organization.

WE WILL NOT create an impression that your support for or activities on behalf of the Union or any other labor organization was under surveillance by telling you that some of you were not invited to union meetings.

WE WILL NOT ask you for your work-related complaints and grievances and promise you improved terms and conditions of employment if you stop supporting and engaging in activities on behalf of the Union, or any labor organization.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Betsy Vasquez has the right to be reinstated under the National Labor Relations Act and has advised us that she is waiving reinstatement.

PAYMENT OF WAGES AND BENEFITS — WE WILL, within 14 days from approval of this agreement, make whole Betsy Vasquez for the wages and other benefits she lost because we fired her. We will make appropriate withholdings for Vasquez. No withholdings should be made from the interest portion of the backpay. We will also file a report with the Regional Director allocating the payment to the appropriate calendar year.

WE WILL, within 14 days of the approval of this agreement by the Administrative Law Judge, remove from our files all references to Betsy Vasquez's discharge and **WE WILL** notify her in writing that this has been

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done and that we will not use the discharge against her in any way. **WE WILL**, in response to any requests for references for Vasquez, only provide Vasquez's dates of employment and the last position she held with us.

Queens Law Associates d/b/a Queens Defenders

(Respondent)

Dated: 1/21/2022

By:

Loni Zeno
(Representative)

Executive Director

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by Respondents and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713

Hours of Operation: 9:00 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlrb.gov.

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